

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Barney & Barney, LLC ("the Company") Employee Handbook issued date May 2005 and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with Barney & Barney, LLC. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

I also acknowledge that my employment with Barney & Barney, LLC is not for a specified period of time and can be terminated at any time, for any reason, with or without cause or notice, by me or by the Company. I acknowledge that nothing in this Employee Handbook and no oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the Managing Principal that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

I also acknowledge that, except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the Managing Principal of the Company. No oral statements or representations can change the provisions of this Employee Handbook. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and the Company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between myself and Barney & Barney, LLC concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change.

ERTIGEN
Employee Signature

2/27/7
Date

EMER (RICK) FERGUSON
Employee Name [printed]